



## COTTONWOOD HEIGHTS CITY COUNCIL AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Business Meeting beginning at **7:00 p.m. on Tuesday, August 12, 2014**, at Cottonwood Heights City Council Chamber located at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah.

- 7:00 p.m.**
- 1.0 **WELCOME/PLEDGE/ACKNOWLEDGEMENTS**
  - 2.0 **ADMINISTRATION OF OATH OF OFFICE TO NEW POLICE OFFICERS**  
*(Shaun Ward and Jake Griffith will be sworn in as police officers.)*
  - 3.0 **CITIZEN COMMENTS**  
*(Please note: In order to be considerate of everyone attending the meeting public comments will typically be limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day of the meeting.)*
  - 4.0 **PUBLIC HEARINGS**
    - 4.1 **Public Hearing** to Receive Input On the proposed annexation into the City of approximately 210 acres of real property located at or near 9300 South Wasatch Boulevard
  - 5.0 **REPORTS/PROCLAMATIONS/RECOGNITIONS**
    - 5.1 **Standing Monthly Reports**
      - a. July Police Report – Police Support Supervisor Sheila Jennings  
*(Review of the Police Department statistics for the month of July.)*
      - b. Public Works Report – Public Works Director Mike Allen  
*(Presentation of the monthly public works report detailing the status of various public works and capital projects throughout the City.)*
  - 6.0 **ACTION ITEMS**
    - 6.1 Consideration of **Resolution No. 2014-52** Approving a License and Services Agreement with Civiclive  
*(This resolution will approve an agreement with Civiclive for redesign of the City's website.)*
  - 7.0 **CONSENT CALENDAR**
    - 7.1 Approval of Minutes for July 8, 2014 and July 22, 2014
  - 8.0 **ADJOURN BUSINESS MEETING AND RECONVENE WORK SESSION IN ROOM 250**

## PUBLIC COMMENT PROCEDURE

*At each City Council Business Meeting any person wishing to comment on any item not otherwise on the agenda for public comment may address the City Council during the Public Comment period. Any person wishing to comment during the citizen comment period shall request recognition by the Mayor and upon recognition, approach the microphone and state their name and address the body. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.*

*The Council may choose to limit the amount of time allotted to public comment on a specific issue. In such cases, special procedures for determining who will be allowed to speak and the order of such speakers will be determined by the Council.*

*On Monday, August 11, 2014, at 2:00 p.m. a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Cottonwood Heights City Offices, Cottonwood Heights, Utah. A copy of this notice was faxed to the Salt Lake Tribune and Deseret News, newspapers of general circulation in the City by the Office of the City Recorder. The Agenda was also posted on the City's website at [www.ch.utah.gov](http://www.ch.utah.gov) and the State Public Meeting Notice website at <http://pmn.utah.gov>*

*DATED THIS 11<sup>th</sup> DAY OF AUGUST 2014*

*Kory Solorio, City Recorder*

*Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Councilmember will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.*

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify Kory Solorio, City Recorder, at (801) 944-7020 at least 24 hours prior to the meeting. TDD number is (801)270-2425 or call Relay Utah at #711. If you would like to submit written comments on any agenda item they should be received by the City Recorder no later than Tuesday at noon. Comments can be emailed to [ksolorio@ch.utah.gov](mailto:ksolorio@ch.utah.gov)*



## **NOTICE OF COTTONWOOD HEIGHTS CITY COUNCIL WORK SESSION AGENDA**

Notice is hereby given that the Cottonwood Heights City Council will hold a Work Session at **6:00 p.m. on Tuesday, August 12, 2014**, in the Cottonwood Heights City Council Conference Room located at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, Utah

- 6:00 p.m.**
1. **Canyons School District Board Update – Nancy Tingey (20:00)**  
*(Nancy Tingey, Canyons School District Board Member, will update the Council on current activities at the Canyons School District.)*
  2. **Review Business Meeting Agenda (10:00)**
  3. **Public Relations Report (10:00)**
    - a. Media Coverage  
*(Public Relations Specialist, Stephanie Dickey, will provide a report on media coverage of city events.)*
    - b. City Newsletter  
*(A review of the upcoming articles for future editions.)*
  4. **Public Works Report (20:00)**
    - a. Public Works Activity Report  
*(Public Works Director, Mike Allen, will report on current public works activities.)*
  5. **Community and Economic Development Report (20:00)**
    - a. 8/6 Planning Commission Meeting  
*(Staff will update the Council on this meeting.)*
    - b. Mountain Accord Steering, Executive & Stakeholder Committee Meetings  
*(Mountain Accord is the committee of elected and private individuals that are studying future transportation options related to the Wasatch Mountains – particularly Cottonwood Canyons. Mayor Cullimore, Manager John Park, City Engineer Brad Gilson and City Planning Director Brian Berndt serve in various capacities related to the Mountain Accord and will report on recent meetings. The Council will discuss what strategically is important to Cottonwood Heights with regard to this process.)*
    - c. Sensitive Lands Ordinance  
*(Given recent events in North Salt Lake regarding development on sensitive lands, staff will provide the Council with a brief report on the status of Cottonwood Height's sensitive lands ordinances.)*
  6. **Public Safety Reports (20:00)**
    - a. Unified Fire Authority  
*(Report from Assistant Chief Mike Watson on events of the week.)*
    - b. Police Department  
*(Report from Chief Paul Brenneman on noteworthy events of the week.)*
      1. Use of Neighborhood Streets  
*(Chief Russo will discuss business using neighborhood streets and the associated laws.)*
  7. **City Manager/Deputy City Manager Report (45:00)**
    - a. Proposed New City Hall  
*(City Manager, John Park will discussion the status of properties purchased, bond proceeds received, architectural proposals and communication with citizens regarding progress.)*
    - b. Annexation Activity Report  
*(Deputy City Manager, Linda Dunlavy, will provide a report of annexation activity from the Willow Creek and Granite areas)*

8. **Mayor/City Council Reports (30:00)**
  - a. South Salt Lake Valley Mosquito Abatement Meeting – Councilman Tyler  
*(Councilman Tyler will report on the recent South Salt Lake Valley Mosquito Abatement meeting.)*
  - b. Council of Governments – Mayor Cullimore  
*(Mayor Cullimore will discuss agenda items from the Council of Governments monthly meeting.)*
  - c. Tourist, Recreation, Cultural and Convention (TRCC) Advisory Board – Mayor Cullimore  
*(Mayor Cullimore chairs the TRCC Advisory Board for SL County and will report on the TRCC meeting held September 27<sup>th</sup> that reviewed proposed projects to be funded by the County from the TRCC fund in 2014.)*
  - d. Long Range Planning Meeting – Councilman Peterson  
*(Councilman Peterson will report on the monthly coalition for solutions to homeless housing.)*
9. **Calendar of Events (20:00)**
  - a. Councilmember Schedules for the next week/2014 Calendar
  - b. Historic Committee Social – August 13 @ 5:30 pm – 8400 S. Danish Road
  - c. Movies in the Park – August 15 – Bywater Park – 7:00 pm – 11:30 pm
  - d. Greater SL Police K-9 Demo – August 21, 7:00 p.m. at Mtn View Memorial
  - e. City Offices Closed for Labor Day – September 1
  - f. Bark in the Park – September 6 @ 9:00 am – 6:00 pm – Mountview Park
  - g. ULCT Annual Conference – September 10-12 – Salt Lake City
  - h. Public Safety Fair – September 11 @ 5:00 pm – 8:00 pm – Butler Park
  - i. Big Cottonwood Canyon Marathon – September 13 @ 6:40 am – 1:00 pm
  - j. Youth City Council Dinner – September 30 @ 6:00 pm
  - k. Thanksgiving 5K – November 27 @ 9:00 – 10:30 am
  - l. City Offices Closed for Thanksgiving holiday – November 27 & 28
  - m. City Christmas Party – December 9
  - n. City Offices Closed for Christmas holiday – December 25
  - o. City Offices Closed for New Year's holiday - January 1
  - p. Volunteer Appreciation Dinner – January 24
10. **Closed Meeting to Discuss Litigation, Property Acquisition and the Character and Professional Competence or Physical or Mental Health of an Individual**
11. **ADJOURN**

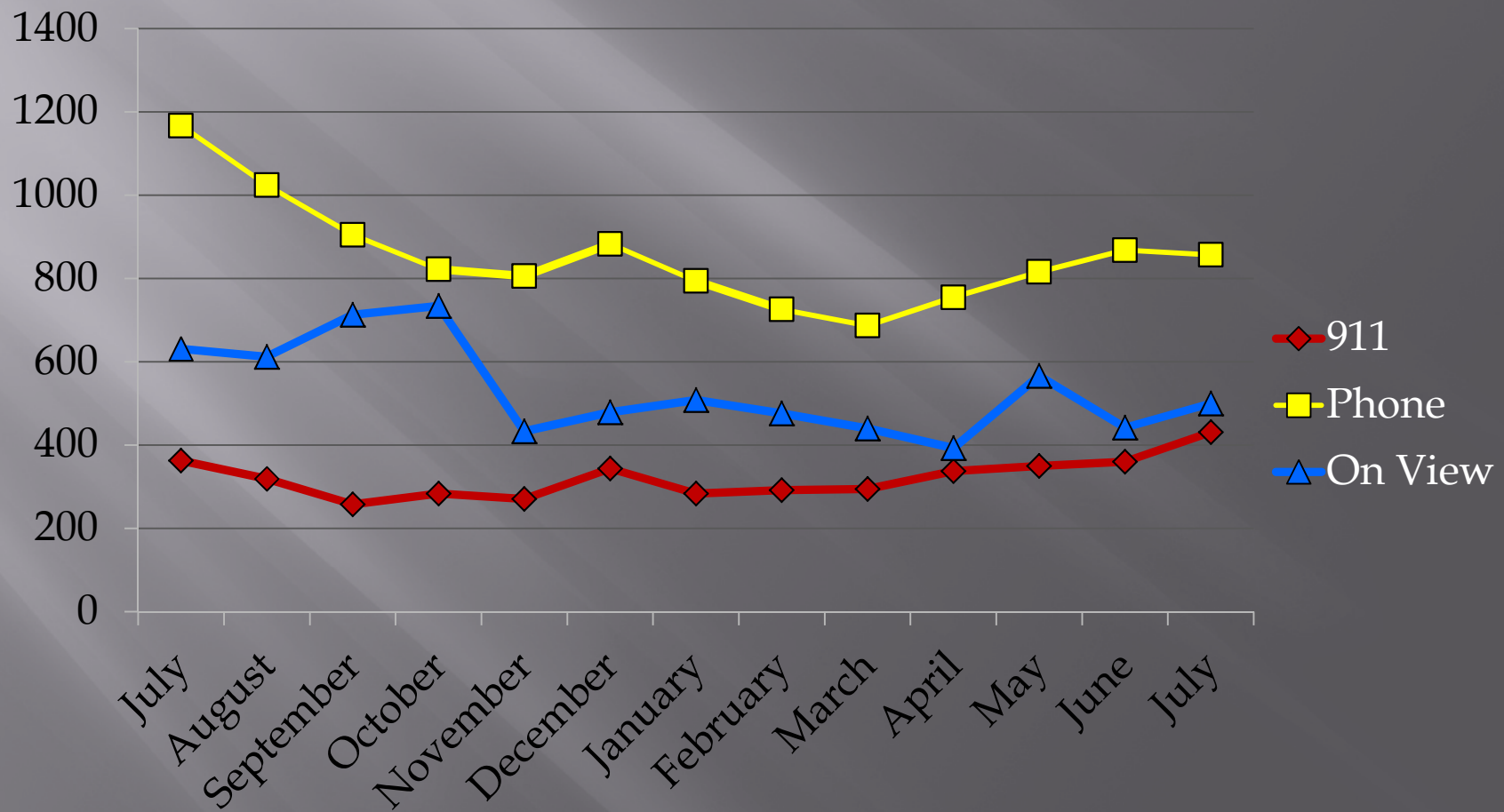




# Cottonwood Heights Police Department July 2014

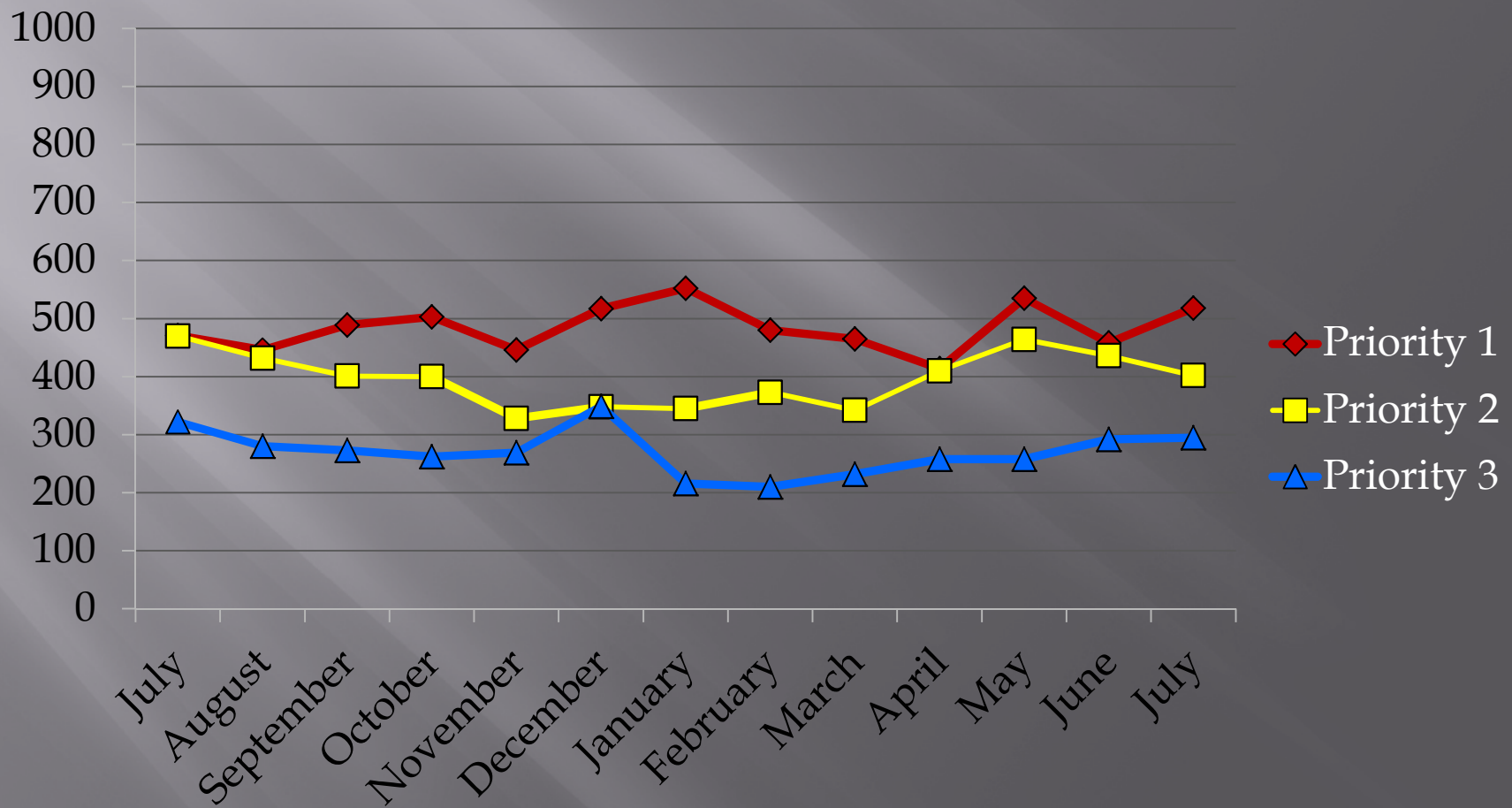


# Calls For Service By Source



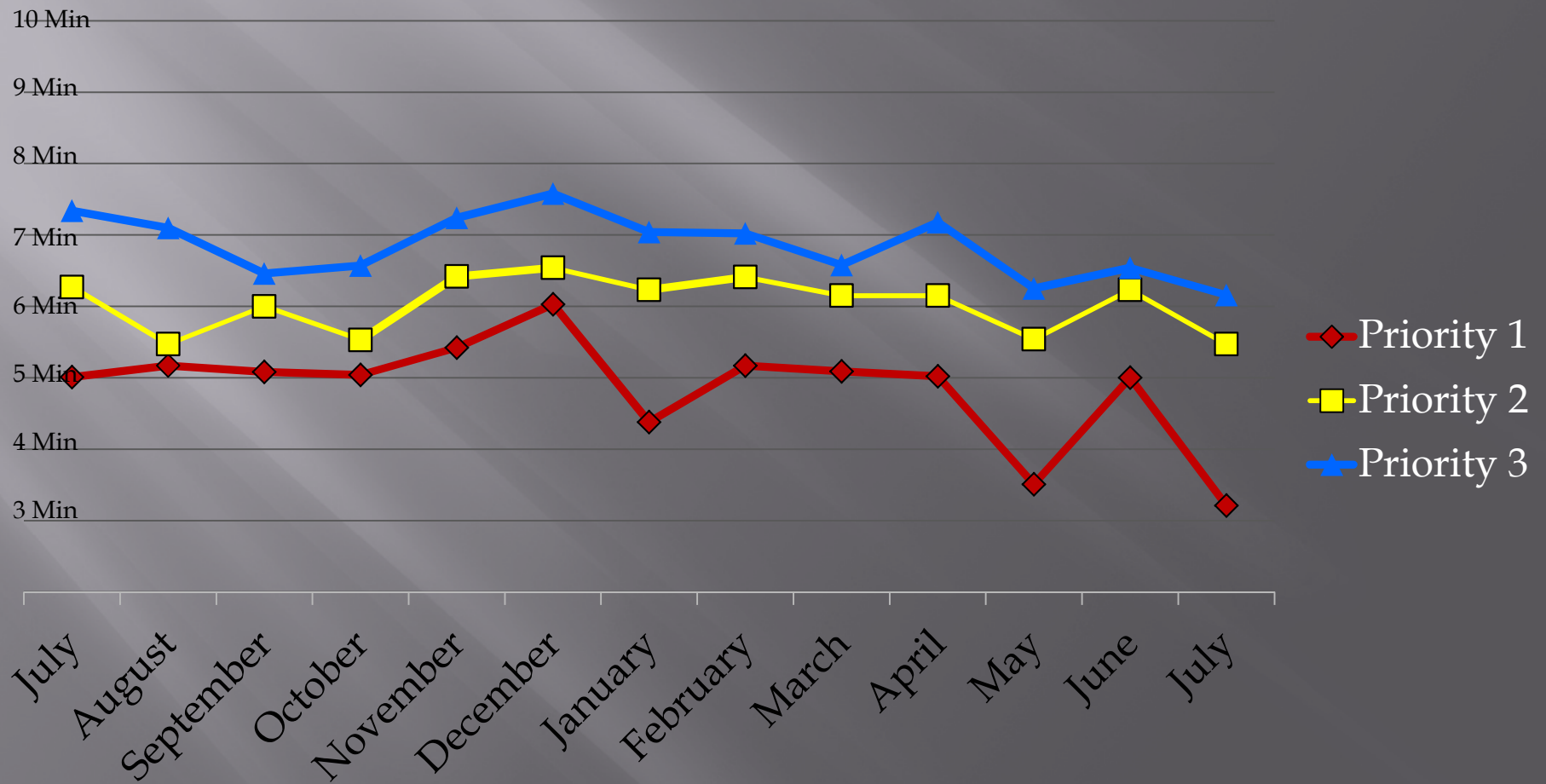


# Calls for Service by Priority





# Response Times





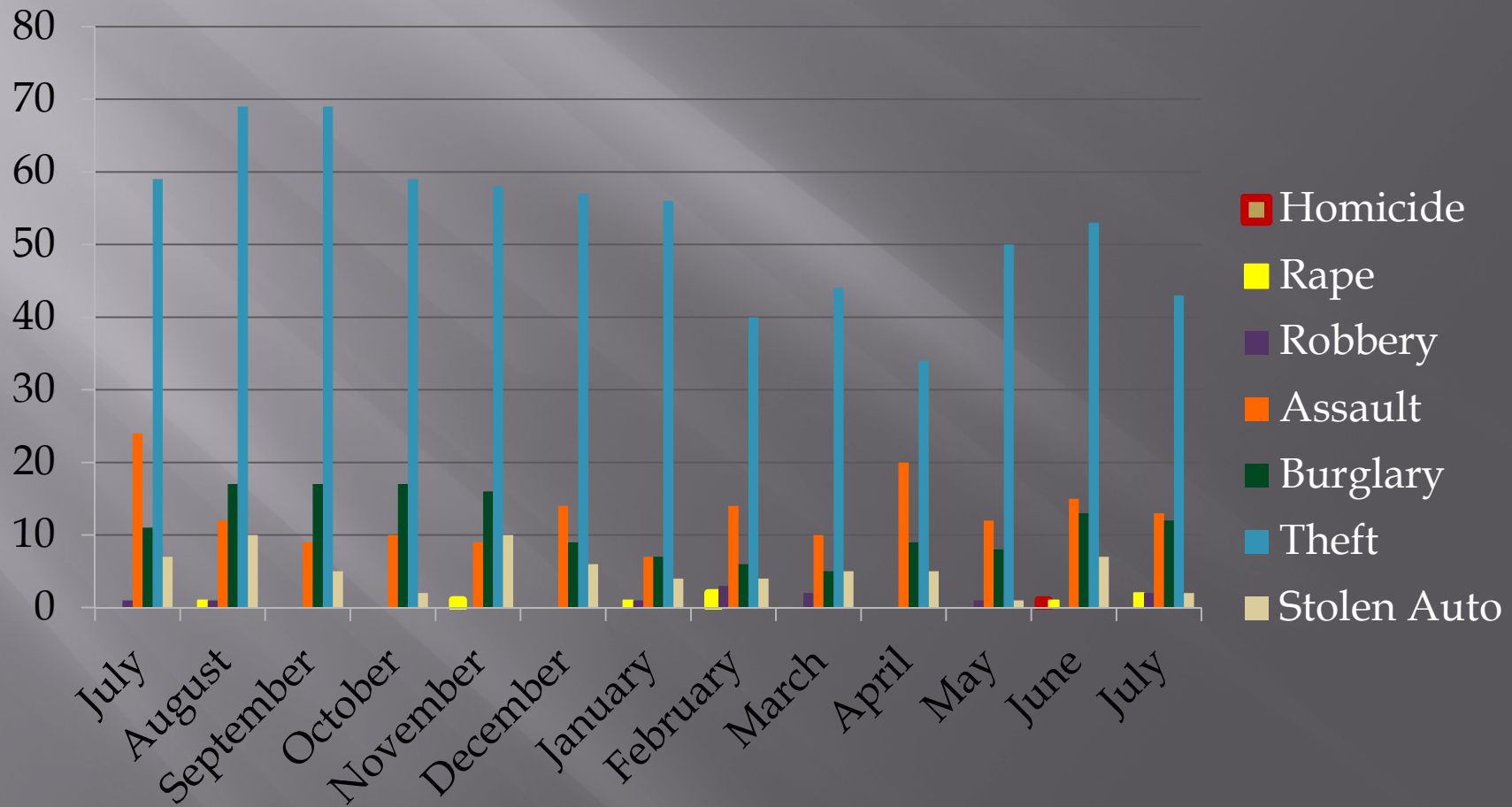


# Overall UCR Crime View

	July 13	July 14
Homicide	0	0
Rape	0	2
Robbery	1	2
Assault	24	13
Burglary	11	8
Theft	59	43
Stolen Auto	7	2
Total	102	70

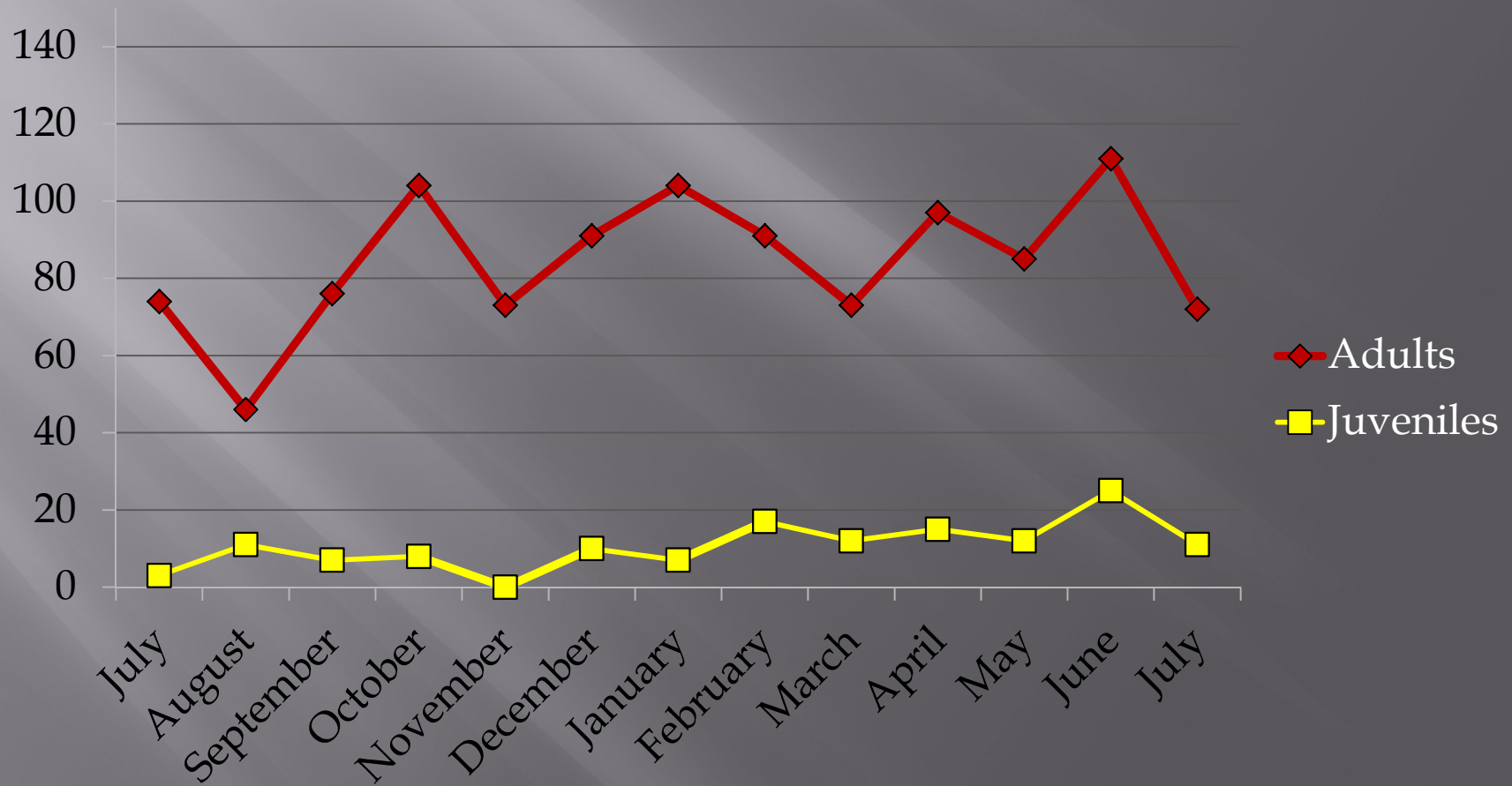


# UCR Crime View





# Arrests





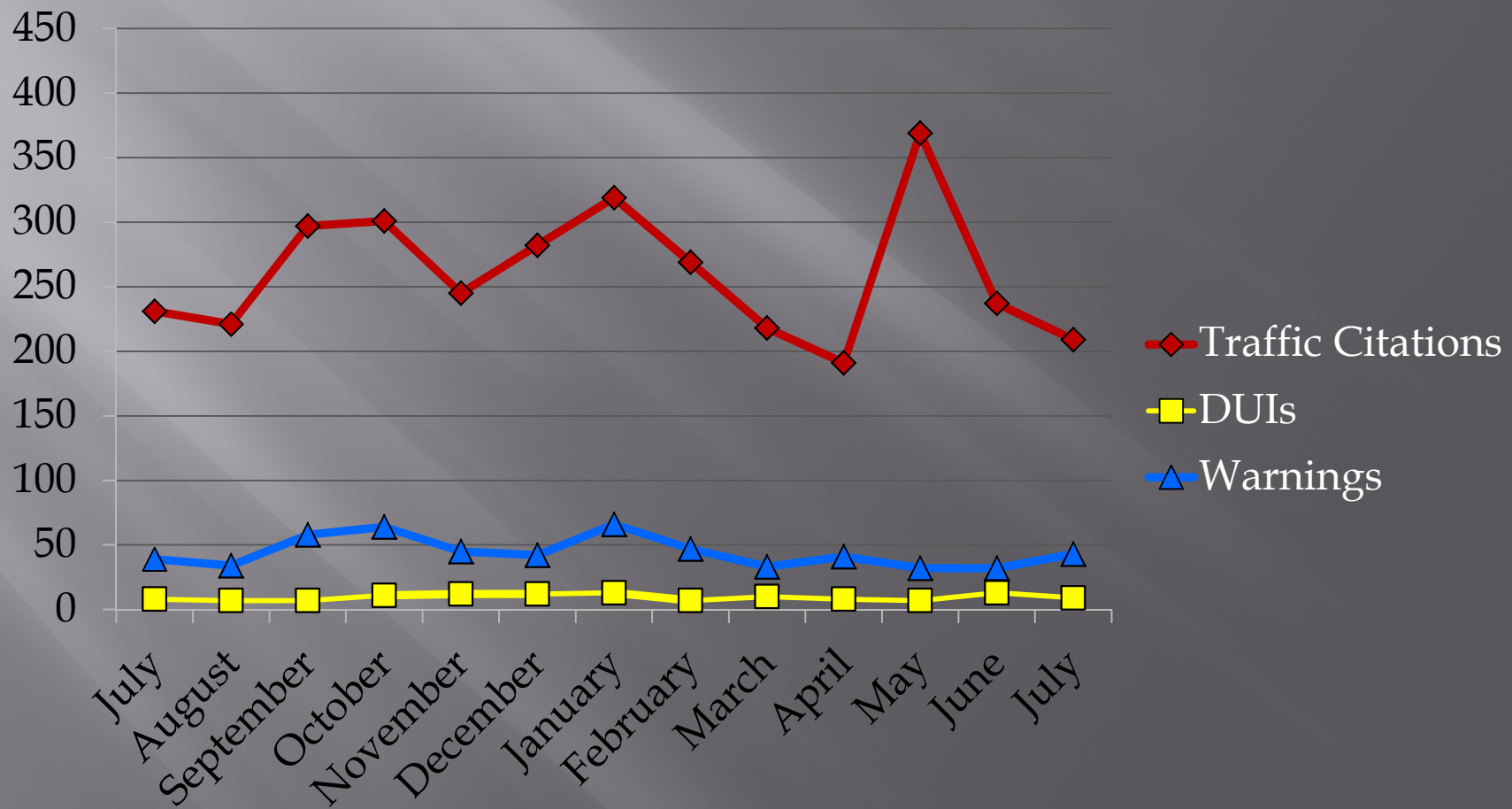
# Arrests by Offense

Offense	Adult	Juvenile
Aggravated Assault	3	
Burglary	1	
Theft	8	2
Auto Theft	2	
Other Assault	9	
Forgery	1	
Possession of Stolen Property	2	1
Vandalism	3	6
Weapons Offense	1	
Sex Offense	1	
Possession of Marijuana	3	
Possession of Other Drugs	5	
Family Offense	1	
DUI	8	
Liquor Laws	4	1
Drunkenness	5	
Disorderly Conduct	5	
All Other	10	1
Total	72	11



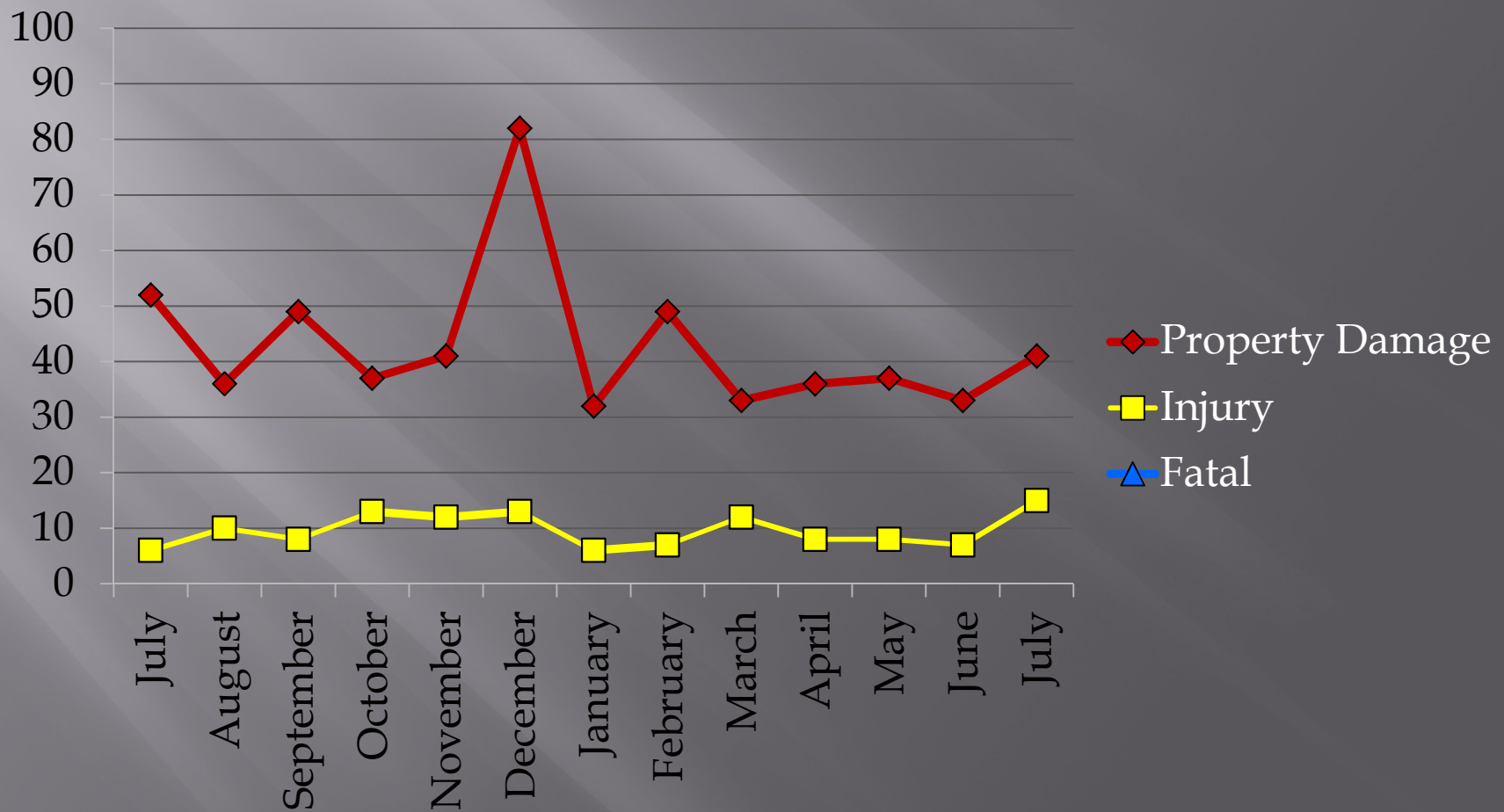


# Traffic Citations & DUIs





# Crashes





# PUBLIC WORKS Status Report 8/12/2014

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## STREET AND SIDEWALK MAINTENANCE

### M 10-01 Asphalt Maintenance (Terracare)

Budget: 946,000

YTD Expenditures:

Object Code: 11-4415-360

Projected Completion Date: Ongoing

Update Summaries:

7/8 – Slurry seal and overlays have been completed for this budget year. Pothole patching and minor repairs continue

8/12 – New areas maps for asphalt work are being completed and priced now, some work could start next month

## Capital Improvement Projects

### CIP 10-01 ADA Ramp Project

Budget: 65,000

YTD Expenditures:

Object Code: 45-7002-731 Projected Completion Date: Ongoing

Update Summaries:

7/8 – The contract with Quicksilver has been completed.

8/12 – Our concrete replacement project is out to bid now

### CIP 10-03 Signal Upgrades

Budget: 0

YTD Expenditures: 0

Object Code: 45-7019-730 Projected Completion Date: Ongoing

Update Summaries:

7/8 – We are currently working with S. L. County and Midvale City regarding signal upgrades at Creek Rd. and Union Park Ave. and 7175 S Union Park Ave.

8/12 – No change

#### CIP 10-04 Cross Gutter Replacement Program

Budget: 42,000

YTD Expenditures:

Object Code: 45-7012-731

Projected Completion Date: Ongoing

##### Update Summaries:

7/8 – Work on this has been completed for this year

8/12 – Our concrete replacement project is out to bid now

#### CIP Union Park Median Landscape Project

Budget: 1,200,000.00

YTD Expenditures: 735,000

Object Code: 45 7053 731

Projected Completion Date: 2013

##### Update Summaries:

7/8 – Questar's contractor estimates completion in Cottonwood Heights will be mid to late Aug. with the overlay of the east side on Union Park Ave. shortly after

8/12 – No change

#### CHC.220 3000 East Wall Replacement

Budget: \$191,735.71

YTD Expenditures: \$201,000

Object Code:

Project Completion Date: 2014

##### Update Summaries:

7/8 – A final inspection of the wall was completed on July 3<sup>rd</sup>. A letter of substantial completion will be issued and a final punch list created this week. The contractor will have a specific number of days to complete the punch list before project close out.

8/12 – This project is complete

### STORM DRAIN MAINTENANCE (SD)

#### SD 10-01 Storm Water Capital Facilities Plan Update

Budget: 0

YTD Expenditures: 0

Object Code: 45-7024-330

Projected Completion Date: March 2011

##### Update Summaries:

7/8 – Final revisions are underway

8/12 – Nothing new to report

### SD 10-02 Storm Drain Mapping and Condition

Budget: 184,089

YTD Expenditures: 8,750

Object Code: 45-7009-733 Projected Completion Date: Ongoing

#### Update Summaries:

7/8 – Locating and mapping work continues as pipes are cleaned and opened up for inspection by our camera. Terracare continues to raised buried manholes

8/12 – Work continues

## CONTRACT SERVICES (CS)

### CS10-01 Terracare Contract

Budget: 1,400,000

YTD Expenditures: 76,760.00

Object Code: 11-4415-360 Projected Completion Date: Ongoing

#### Update Summaries:

7/8 – Terracare is currently working on weeds at the new city hall site, repair of the storm drain line on Keswick and cleaning storm drain lines and boxes.

8/12 – Terracare continues to work on raising manholes, replacing sidewalk and gutters, trimming trees and weeds and patching potholes.

### CS10-02 Trip Hazard Mitigation Contract

Budget: 75,000

YTD Expenditures:

Object Code: 45 799 7099 000 Projected Completion Date: 2012

#### Update Summaries:

7/8 – I will be meeting with Precision Concrete to identify this year's location for Trip Hazard removal for this year

8/12 – Precision Concrete is out cutting hazard now. They picked up where they left off last year working the area east of the Rec Center

### CS10-03 Cottonwood Heights Recreation Center Contract

Budget:

YTD Expenditures:

Object Code: 45-7027-717

Projected Completion Date: Ongoing

#### Update Summaries:

7/8 – Summer maintenance of parks and trails continue

8/12 – No change

#### CS10-04 Street Sweeping Contract

Budget: 60,000

YTD Expenditures:

Object Code: 11-4415-427-415

Projected Completion Date: Ongoing

Update Summaries:

7/8 – Waiting for our next turn in the rotation

8/12 – The sweeper is working in the city now

### RESEARCH AND STUDIES (RS)

No new studies are being done at this time

### BUTIFICATION PROJECTS (RB)

#### RB10-01 Big Cottonwood Canyon Trail Project

Budget: 196,000

YTD Expenditures: 55,745

Object Code: 45 7015 735

Projected Completion Date: 2013

Update Summaries:

7/8 – UDOT's Project Manager is anxious to close out his portion of the trail project now that he has moved to another position within UDOT.

8/12 – We met with UDOT last week and went over remaining items needed for close out. Gilson is working on those items now, most are documentation paperwork.

### PROGRAM IMPLEMENTATION (PI)

#### PI 10-01 Street Lighting Program

Budget: 0

YTD Expenditures: 0

Object Code: 45-7020-734 Projected Completion Date: June 2011

Update Summaries:

7/8 – A new application has been received for lighting in the area of Prospector Hill neighborhood. We are reviewing it now.

8/12 – S.L. County is reviewing the Prospector area for the lighting request from Mrs. Kimball now. Once I have the information from them I can bring the information on costs back to the council for review

### PI10-02 50/50 Sidewalk Replacement Program

Budget: 50,000

YTD Expenditures:

Object Code: 45-7028-717-415 Projected Completion Date: June 2011

Update Summaries:

7/8 – Terracare will be doing this part of our concrete replacement. We will meet with workers and supervisors to go over the details of construction and the expectations the residents will have.

8/12 – Terracare has a partial list of 50/50 requests and is slowly working on them. I will also give a portion of the list to our concrete replacement contractor to speed the work up

### PI09-03 Traffic Calming Program

Budget: 0

YTD Expenditures:

Object Code: 45-7007-730 Projected Completion Date: June 2011

Update Summaries:

8/12- No new requests have been received.



# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2014-52

### A RESOLUTION APPROVING AN AGREEMENT FOR WEBSITE REDESIGN AND LICENSE

**WHEREAS**, the city of Cottonwood Heights (“City”) desires to update and redesign its website, [www.cottonwoodheights.utah.gov](http://www.cottonwoodheights.utah.gov) (the “Website”), and heretofore has requested proposals from qualified providers to perform, *inter alia*, redesign, licensing and hosting services for the Website; and

**WHEREAS**, after analyzing the qualifications, availability and pricing of various providers, it has been proposed that Intrafinity, Inc. d/b/a CivicLive (“Consultant”) should be retained to perform the subject services pursuant to a proposed “Platform Suite–License and Services Agreement” (the “Agreement”) between City and Consultant; and

**WHEREAS**, the City’s city council (the “Council”) met in regular session on 12 August 2014 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

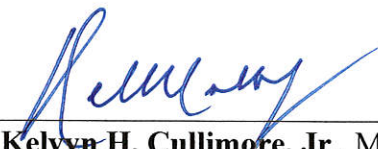
**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City; and be it

**FURTHER RESOLVED** by the city council of the city of Cottonwood Heights that the City’s mayor and recorder are authorized and directed to execute and deliver such additional instruments, agreements and documents, and take such additional actions, as may be deemed (in consultation with the city attorney) reasonably necessary or advisable to effect and consummate the transactions contemplated by the Agreement.

This Resolution, assigned no. 2014-52, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 12 August 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By   
Kelvin H. Cullimore, Jr., Mayor



ATTEST:



Kory Solorio  
Kory Solorio, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 12<sup>th</sup> day of August 2014.

**RECORDED** this 13 day of August 2014.



Intrafinity Inc. o/a CivicLive  
60 Adelaide St. E., 11<sup>th</sup> Floor  
Toronto, ON M5C 3E4  
Phone: 416-367-2149  
Fax: 1-866-204-6147

## PLATFORM SUITE

### LICENSE AND SERVICES AGREEMENT

Between:

and:

**Intrafinity Inc. o/a CivicLive**

**city of Cottonwood Heights, Utah**

60 Adelaide Street East, 11<sup>th</sup> Floor  
Toronto, ON  
M5C 3E4  
Canada

1265 East Ft. Union Blvd, Suite 250  
Cottonwood Heights, Utah  
84047  
United States

(hereinafter referred to as "CivicLive")

(hereinafter referred to as "Customer")

This Agreement sets out the terms pursuant to which Customer may use the Licensed Materials (as that term is hereinafter defined).

**The "PLATFORM SUITE License Agreement - Terms and Conditions" on the following pages of this document and the attached Appendices form an integral part of this Agreement. These documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between the parties hereto with respect thereto. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set out herein in this Agreement.**

The parties by their authorized representatives and intending to be legally bound have entered into this Agreement as of the mutual execution dates below (the "Effective Date").

**Intrafinity Inc. o/a CivicLive**

**city of Cottonwood Heights, Utah**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: John Carbrey

Name: Kelvyn H. Cullimore, Jr.

Title: Director

Title: Mayor

Date: August 6, 2014

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Kory Solorio, Recorder



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**PLATFORM SUITE  
LICENSE AND SERVICES AGREEMENT -  
TERMS AND CONDITIONS**

**ARTICLE 1 - INTERPRETATION**

**1.1            Definitions**

In this Agreement and in Appendix A the following terms shall have the respective meanings ascribed to them as follows:

- (a) "Components" mean the components of the PLATFORM SUITE referred to in Appendix A.
- (b) "Confidential Information" means (i) all information of either party or its affiliates or of third persons to whom a party owes a duty of confidence that is marked confidential, restricted or proprietary or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- (c) "Derivative Works" means a work which is based on the Licensed Software, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which the underlying work may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the copyright in the underlying work, would constitute a copyright infringement. Derivative Works are subject to the ownership rights and licenses of others in the underlying work.
- (d) "Delivery Date" means the date when access to the Licensed Software is provided to the Customer by CivicLive.
- (e) "Development License" means a Software License which entitles the Customer to make one copy of the licensed software for the purposes of developing Modifications and not for the processing of Real Data;
- (f) "Documentation" means in relation to the Licensed Software, the user documentation made generally available by CivicLive to customers which have been granted a license from CivicLive to use the Licensed Software.
- (g) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress and all other proprietary rights.
- (h) "License" means Customer's license to use the Licensed Materials described in Article 2 and in Appendix A.
- (i) "License Fees" means the license fees to be paid by Customer to CivicLive which are described in Section 4.1.



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- (j) "Licensed Materials" means the Licensed Software and Documentation and includes Maintenance Releases which CivicLive may from time to time provide to Customer hereunder.
- (k) "Licensed Software" means the Components of the PLATFORM SUITE in executable format licensed to Customer hereunder and described in Appendix A and such additional Components of the PLATFORM SUITE which Customer and CivicLive hereinafter agree shall be added to Appendix A.
- (l) "Maintenance Fees" has the meaning given to it in Section 4.2.
- (m) "Maintenance Release" means new versions and releases of the Licensed Software which CivicLive makes generally available to its customers who have contracted with it to receive Maintenance Service for the Licensed Software.
- (n) "Modifications" means the source code version of any Derivative Works or other enhancements or modifications to the Licensed Software developed by CivicLive or Customer or developed for Customer by a party other than CivicLive.
- (o) "Real Data" means data input by users of the Licensed Software for actual use, as opposed to data input by developers for testing purposes only.
- (p) "Server License" means a Software License which entitles the Customer to make one copy of the executable code for the purposes of compiling, installing and executing application for processing Real Data.
- (q) "Software Licenses" means the utilization licenses and associated restrictions with respect to the Licensed Software granted to Customer hereunder which are set forth in Appendix A.
- (r) "Third Party Materials" means certain compilers or libraries required to use the Licensed Software.
- (s) "Territory" has the meaning ascribed to it in Appendix A.
- (t) "User License" means a Software License which authorizes one named user of Customer to use the Licensed Software.
- (u) "Warranty Support" means the warranty support set forth in Section 6.1(a).
- (v) "Website License" means a Software License which entitles the Customer to use the Licensed Software for processing Real Data for a single website (domain or sub-domain). For example, this would allow the customer to run one website at "[www.domain.com](http://www.domain.com)" or at "subdomain.domain.com".



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## **ARTICLE 2 - LICENSE**

### **2.1 License**

(a) Subject to the provisions of this Agreement including the provisions of Article 8, CivicLive hereby grants to Customer and Customer hereby accepts from CivicLive the perpetual, personal, non-transferable and non-exclusive Software Licenses to use the Licensed Software in the Territory for Customer's internal business purposes. Customer may also make a reasonable number of back-up copies, but not to exceed two (2) copies, of the Licensed Software for use as part of Customer's disaster recovery plan.

(b) The Licensed Materials may be used only as set out in this Agreement and Customer agrees not to make any copies (whether in electronic or any other form) or use thereof other than as expressly permitted herein or by CivicLive in writing in advance, even if it is technically feasible to do so. Without limiting the generality of the foregoing, Customer agrees to use the Licensed Software only to the extent authorized by the Software Licenses.

(c) Customer's License to use the Licensed Materials shall commence on the Effective Date.

### **2.2 Documentation**

The Documentation may be used by Customer at Customer sites for the purpose of assisting Customer in using the Licensed Software for the internal business purposes of Customer. CivicLive agrees to deliver one copy of the Documentation to Customer in either printed or electronic form. Documentation provided in machine readable form may be printed and used solely for the internal business purposes of Customer. No other reproduction or use of the Documentation is permitted.

### **2.3 Third Party Users**

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom Customer has a business relationship such as a supplier or customer and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Software solely for the purpose of providing services to Customer. All such persons must execute an agreement in writing with Customer to maintain the Confidential Information in confidence and to use the Licensed Materials only as permitted. Customer agrees to strictly enforce the provisions of such non-disclosure agreements set forth in this Section 2.3 and all other provisions of this Agreement as applicable to any and all uses of the Licensed Materials.



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### **ARTICLE 3 - DELIVERY AND INSTALLATION**

#### **3.1 Delivery of Licensed Materials**

CivicLive agrees to deliver to Customer one (1) copy of the most current release and version of the Licensed Materials. The Documentation will be provided solely in the English language.

### **ARTICLE 4 - PRICE AND PAYMENT TERMS**

#### **4.1 License Fees**

Customer shall pay to CivicLive the license fees described in Appendix A (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A.

#### **4.3 Taxes and Interest**

(a) Customer shall pay (and CivicLive shall have no liability for), any taxes, tariffs, duties and other charges or assessments imposed or levied by any government or governmental agency within the United States of America in connection with this Agreement, including, without limitation, any federal, state and local sales, use, goods and services, value-added and personal property taxes on any payments due CivicLive in connection with the Licensed Materials and/or Maintenance Services and other services provided hereunder, excluding only income taxes payable by CivicLive.

(b) All overdue payments shall bear interest at twelve percent (12%) per annum on the amounts outstanding from ten business days after the time such amounts become due until payment is received by CivicLive.



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## **ARTICLE 5 - PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

### **5.1 Title to Licensed Materials**

(a) Customer acknowledges and agrees that CivicLive shall retain all right, title and interest in and to the Licensed Materials and Modifications and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials and Modifications or to any copy thereof or any license right with respect to same not expressly granted herein, including, without limitation, with respect to the Intellectual Property Rights therein.

(b) Customer acknowledges that the Licensed Software is designed to work in conjunction with Third Party Materials. Customer shall enter into license agreements directly with any such third parties with respect to the Third Party Materials. Customer agrees that CivicLive makes no warranties in respect of Third Party Materials and Customer's rights in respect of the Third Party Materials will be only as provided in the applicable licenses with the third party providers. Further, Customer understands and agrees CivicLive will not be providing Customer with Third Party Materials and it is Customer's sole responsibility to obtain copies and licenses for Third Party Materials.

### **5.2 Confidential Information**

(a) Each party agrees to maintain the confidentiality of the Confidential Information of the other party and to use same only as expressly authorized herein. Each party shall safeguard and maintain the other party's Confidential Information in strict confidence and shall not disclose, provide, or make the Confidential Information or any part thereof available in any form or medium to any person except to such party's employees, and to contractors and consultants of such party who have executed an agreement in writing to protect such Confidential Information and who have a need to access such Confidential Information hereunder.

(b) The provisions of Section 5.2(a) shall not apply to any information which: (i) was at the time of disclosure to a party, in the public domain, (ii) after disclosure to a party becomes part of the public domain through no fault of the receiving party, (iii) was in the possession of the receiving party prior to the time of disclosure to it without any obligation of confidence or any breach of confidence, (iv) was received after disclosure to a party from a third party who had a lawful right to disclose such information to it, (v) was independently developed by a party without reference to the confidential information of the other party or (vi) was ordered to be disclosed by a court, administrative agency, or other governmental body with jurisdiction over the parties hereto, provided that the ordered party will first have provided the disclosing party with prompt written notice of such required disclosure and will take reasonable steps to allow the disclosing party to seek a protective order with respect to the confidentiality of the information required to be disclosed. Further, the ordered party will promptly cooperate with and assist the disclosing party in connection with obtaining such protective order.





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(c) Customer is a governmental entity, and its obligations with respect to Confidential Information are subject to Customer's obligations under the Government Records Access and Management Act, **Utah Code Ann. 63G-2-101 *et seq.***

### **5.3 Protection of Proprietary Rights**

(a) Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.

### **5.4 Export of Software**

Customer will not export or re-export the Licensed Materials or any copies thereof, either directly or indirectly, to any country except in compliance with all applicable laws, ordinances and regulations. Customer shall have the exclusive obligation to ensure that any export of the Licensed Materials is in compliance with all applicable export laws and the laws of any foreign country.





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## **ARTICLE 6 - WARRANTIES OF CIVICLIVE**

### **6.1 Warranty and Disclaimers**

(a) CivicLive warrants that: (i) the Licensed Software will conform in all material respects to the description thereof in the Documentation, and (ii) the media upon which the Licensed Software and Documentation are provided will be free from defects in materials and workmanship.

(b) Customer's exclusive remedy and CivicLive's sole obligation with respect to the breach of any of the foregoing warranties is for CivicLive to (i) make commercially reasonable efforts to correct or provide Customer with a workaround for the failure of the Licensed Software to conform substantially to the description thereof in the Documentation or, at CivicLive's sole option, provide Customer with a refund for the Licensed Fees paid with respect to such Licensed Software, and (ii) provide Customer with replacement media in the event there are defects in materials or workmanship in the media upon which the Licensed Software and Documentation are provided if the media is returned to CivicLive within the Warranty Period.

(c) **OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 6.1(a), CIVICLIVE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, MAINTENANCE SERVICES, INSTALLATION SERVICES AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. SUBJECT TO SECTION 6.1(a) and ARTICLE 7, CIVICLIVE DOES NOT REPRESENT OR WARRANT THAT (i) THE LICENSED MATERIALS WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS, (ii) THE OPERATION OF THE LICENSED SOFTWARE WILL BE VIRUS-FREE OR ERROR-FREE OR UNINTERRUPTED OR (iii) THAT ALL PROGRAMMING ERRORS CAN BE CORRECTED. ALL PROGRAMMING CHANGES, BUG FIXES, ERROR CORRECTIONS, OR OTHER CHANGES, WHETHER OR NOT MADE AS PART OF THE MAINTENANCE SERVICES, ARE PROVIDED ON AN "AS IS" BASIS.**

(d) Customer is responsible for taking precautionary measures to prevent the loss or destruction of customer data and databases such as, for example, making regular backups and verifying the results obtained from using the Licensed Materials, and CivicLive shall have no obligations or liability whatsoever with respect to any such loss or destruction.



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## **6.2 Limit of Liability**

(a) FOR ANY BREACH OR DEFAULT BY CIVICLIVE OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR WITH RESPECT TO ANY CLAIM ARISING HEREFROM OR RELATED HERETO, CIVICLIVE'S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED (i) THE AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE LICENSED MATERIALS, (ii) THE AMOUNT PAID BY CUSTOMER FOR THE MAINTENANCE SERVICE THAT IS THE SUBJECT OF THE CLAIM IF THE CLAIM RELATES TO A BREACH OR DEFAULT BY CIVICLIVE OF THE PROVISIONS OF ARTICLE 7, OR (iii) IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT, THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT.

(b) IN NO EVENT WILL CIVICLIVE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PERSON (EVEN IF CIVICLIVE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE).

(c) CIVICLIVE SHALL BE LIABLE TO CUSTOMER AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT OR OTHERWISE TO CUSTOMER INCLUDING ANY LIABILITY FOR NEGLIGENCE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY CUSTOMER, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

## **6.3 Limitation Period**

Neither party may bring an action, regardless of form, arising out of or related to this Agreement (other than to recover License Fees or Maintenance Fees) more than two (2) years after the cause of action has arisen or the date of discovery of such cause, whichever is later.

## **6.4 Intellectual Property Claims**

CivicLive will defend or (at its option) settle any claim or action brought against Customer to the extent that it is based on a claim that the Licensed Materials infringe any copyright, patent, trade secret or trademark enforceable in the United States of America of any third person (an "Infringement Claim") and will indemnify Customer against damages and costs awarded against Customer by a court of competent jurisdiction by final order from which no appeal is taken or the time for appealing has expired, provided that Customer notifies CivicLive promptly in writing of same, and



provided further that Customer permits CivicLive to control the litigation and to defend, compromise or settle the claim and provides all available information, assistance and authority to enable CivicLive to do so. CivicLive shall not be liable to reimburse Customer for any compromise or settlement made by Customer without CivicLive's prior written consent, or for any legal fees or expenses incurred by Customer in connection with such claim. Customer shall have no authority to settle any claim on behalf of CivicLive.

(d) Should the Licensed Materials or any of them become, or in CivicLive's sole opinion be likely to become, the subject of a claim of infringement, misappropriation, or violation of an Intellectual Property Right (an "Infringement Claim") CivicLive may (i) procure for Customer, at no cost to Customer the right to continue to use the Licensed Materials which are the subject of the Infringement Claim (ii) replace or modify the Licensed Materials or part thereof subject to such Infringement Claim software or documentation of at least comparable functionality, at no cost to Customer, or (iii) if neither of the forgoing alternatives are reasonably practical in CivicLive's sole judgement, remove the component that is the subject of the Infringement Claim or any or all other parts of the Licensed Materials and refund to Customer the Licensed Fees paid by Customer for the part removed as depreciated on a straight line five (5) year basis from the date of delivery of the part to Customer.

(e) Notwithstanding the foregoing, CivicLive shall have no liability for any claim that is based on (i) the use of other than the latest release and version of the Licensed Materials, if such infringement could have been avoided by the use of the latest version and release and such version or release had been made available to Customer, (ii) the use or combination of the Licensed Materials with software, hardware or any other product not provided by CivicLive, or (iii) any modification to the Licensed Materials or use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by CivicLive.

(f) This Section 6.4 states the entire liability of CivicLive and Customer's sole remedies with respect to any Infringement Claim.

## **ARTICLE 7 – WEBSITE REDESIGN**

### **7.1 Background**

Customer, a governmental entity, desires to update and redesign its website, [cottonwoodheights.utah.gov](http://cottonwoodheights.utah.gov) (the "*Website*"). Consequently, on or about 12 May 2014, Customer issued a request for proposals (the "*RFP*") requesting proposals from qualified proposers to perform redesign, licensing and hosting services for the Website, together with all ancillary and additional services as may be reasonably required to accomplish the desired result in a competent, comprehensive and finished manner. Such work and services are collectively referred to in this Article 7 as the "*Project*."



CivicLive timely submitted a proposal (the "Proposal") in response to the RFP, informing Customer that CivicLive has significant experience and expertise in providing such website-related services to governmental entities and businesses.

## **7.2 Scope of Services.**

CivicLive shall provide website redesign and related services (collectively referred to in this Article 7 as the "Services") to Customer as necessary, advisable or reasonably requested for the purpose of completing the Project, as contemplated by all applicable legal requirements and best practices. The scope, description and timetable of the Services are described in the RFP, the Proposal and this Agreement; provided, however, that CivicLive shall cause the redesigned Website to appear fresh and unique when compared to other governmental websites in Utah, rather than merely a slightly modified version of another governmental website.

In the event of inconsistencies within or between this Agreement, the RFP, the Proposal, or applicable legal requirements, CivicLive shall (a) provide the better quality or greater quantity of Services, or (b) comply with the more stringent requirements, either or both in accordance with Customer's reasonable interpretation.

## **7.3 Performance of Services.**

Except as otherwise provided in this Agreement, CivicLive shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. The Services shall be performed at CivicLive's offices and other mutually-agreeable places.

## **7.4. Suspension of Services.**

Customer's shall have the absolute right to terminate the Services at any time without cost or liability to CivicLive except as provided in section 7.5, below. Customer also may by written notice direct CivicLive to temporarily suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of CivicLive, this Agreement may be modified to compensate CivicLive for extra costs reasonably incurred as a result of said suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within 20 calendar days after the date that Customer issues an order for resumption of the Services. Upon its receipt of any such suspension notice, CivicLive immediately shall (a) discontinue the Services; (b) place no further orders or subcontracts in connection with the Services; (c) suspend all outstanding orders and subcontracts in connection with the Services; (d) protect and maintain the existing work and work-product in connection with the Services; and (e) otherwise mitigate Customer's costs and liabilities for the suspended areas of the Services.

## **7.5. Termination for Convenience.**

Customer may terminate the Services, or any part hereof, at any time with or without cause prior to its completion by sending to CivicLive written notice of such



termination. Upon any such termination, Customer shall pay to CivicLive the full amount due for all Services satisfactorily performed by CivicLive as of the date of termination, excluding damages or anticipated profits on work not yet completed or performed.

**7.6. Independent Contractor.**

CivicLive shall perform the Services as an independent contractor, and all persons employed by CivicLive in connection with this Agreement or the Services shall be employees of CivicLive and not employees of Customer in any respect or for any purpose.

**7.7. Non-Exclusive Rights.**

Nothing in the Agreement is to be construed as granting to CivicLive the exclusive right to perform any or all of the Services from time to time required by Customer.

**7.8. Indemnification.**

(a) Notwithstanding anything in this Agreement to the contrary, CivicLive shall indemnify, save and hold harmless Customer (including its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, costs (including Customer's attorney fees) actions and/or proceedings resulting from CivicLive's performance of the Services, whether such matters are based on simple negligence, conflict of interest, gross negligence, recklessness or intentional misconduct by CivicLive (or any employees, subcontractors or agents of CivicLive). In the event of a lawsuit brought against Customer as a result of the Services (or lack thereof), Customer shall notify CivicLive of such lawsuit and afford CivicLive the option of providing at CivicLive's cost separate qualified legal representation to Customer (including its elected and appointed offices, employees, successors and assigns) that is reasonably acceptable to Customer. CivicLive's failure to exercise its option to affirmatively defend Customer in such an action shall not excuse CivicLive from responsibility to indemnify Customer from and against all liabilities, claims, damages, costs (including attorney fees) or other losses incurred by Customer in, or as a result of, such lawsuit, provided that the same are attributable to CivicLive's improper performance of the Services hereunder.

(b) Customer agrees to indemnify, defend and hold harmless CivicLive, its parents, subsidiaries, affiliates, officers and employees, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of: (a) any content provided by Customer for use in the the Services or the Software, (b) Customer's misuse of the Services and/or Software, (c) any breach of this Agreement by Customer, (d) the infringement by Customer, or any third party obtaining access to the Services through Customer's Access Information, of any intellectual property or other right of any person or entity, or (e) Customer's violation of any third-party rights or any applicable laws.





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**7.9. Professional Responsibility.**

CivicLive shall perform the Services using equal or higher standards of care, skill and diligence as normally provided by a professional in the performance of consulting services similar to those contemplated hereunder. Without limiting any other remedies available to Customer, if CivicLive fails to comply with such professional standards, CivicLive shall, upon notice from Customer, promptly re-perform the sub-standard work at CivicLive's sole cost.

**7.10. Examination of Work.**

All Services shall be subject to examination by Customer at any reasonable time(s). Customer shall have the right to reject any unsatisfactory work. Neither examination of the Services, lack of the same, acceptance of the Services by Customer nor payment therefor shall relieve CivicLive from its obligations under this Agreement regarding the quality and accuracy of the Services.

**7.11. Progress.**

CivicLive shall submit periodic written progress reports as reasonably requested by Customer. Customer or its agents or representatives also may visit CivicLive's offices at any reasonable time(s) to determine the status of the Services.

**7.12. Customer's Cooperation.**

Customer will provide the following assistance to CivicLive in connection with the Services:

- (a) Designate a representative of Customer to act as CivicLive's point of contact with respect to the Services.
- (b) Provide to CivicLive access to all non-confidential information pertaining to the Services that is in Customer's possession or is reasonably available to Customer. CivicLive shall not be responsible for errors or omissions in any Customer-provided information, nor for delays in completing the Services attributable to Customer's delay in providing required information.
- (c) Such support of Customer's staff as Customer determines, in its sole discretion, to make available to CivicLive.

**ARTICLE 8 - TERM AND TERMINATION**



### **8.1 Term**

This Agreement shall be effective on the Effective Date and subject to the provisions of this Article, shall automatically terminate when Customer ceases on a regular basis to use the Licensed Materials.

### **8.2 Termination**

Either party may terminate this Agreement in whole or in part with at least thirty (30) days' prior written notice to the other party.

### **8.3 Returning Licensed Materials**

Within fifteen (15) business days after CivicLive's written request following termination or expiration of this Agreement for any reason, Customer shall return to CivicLive the original and all copies of the Licensed Materials in the possession or control of Customer (including any copies in the possession or control of Business Third Parties or other Users) and shall certify to CivicLive in writing that all such copies have been so returned and/or deleted from all computer records. Customer shall also cease to use the Licensed Materials and ensure that all Business Third Parties to whom Customer has given access to the Licensed Software also cease to use the Licensed Materials.

### **8.4 Survival**

The parties hereto agree that the provisions of Sections 4.3, 6.2, 6.3 and 8.3, 9.9 and 9.10 and Article 5 shall survive and remain in full force and effect after the termination of the License or this Agreement for any reason.

## **ARTICLE 9 - GENERAL**

### **9.1 Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement, as the case may be. The terms "this Agreement", "hereof", "hereunder" and similar expressions in this Agreement refer to this Agreement and not to any particular Article, Section or other portion and include any Agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

### **9.2 Extended Meanings**



In this Agreement words importing the singular number only shall include the plural and *vice versa*, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. The terms "provision" and "provisions" in this Agreement refer to terms, conditions, provisions, covenants, obligations, undertakings, warranties and representations in this Agreement.

### **9.3 Notices**

For the purposes of this Agreement, and for all notices and correspondence hereunder, the addresses of the respective parties have been set out at the beginning of this Agreement and no change of address shall be binding upon the other party hereto until written notice thereof is received by such party at the address shown herein. All notices shall be effective upon receipt if delivered personally or sent by facsimile and seven (7) days after mailing if sent by registered mail.

### **9.4 Currency**

All references to currency are deemed to mean lawful money of the United States of America unless expressed to be in some other currency.

### **9.5 Force Majeure**

If the performance of this Agreement, or any obligation thereunder except the making of payments hereunder is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labour disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of non-performance and shall resume performance hereunder with dispatch whenever such causes are removed.

### **9.6 Severability**

The parties agree that it is the intention of each party not to violate any public policy, statutory or common law or government regulation. To the extent that any provision, portion or extent of this Agreement is deemed to be invalid, illegal or unenforceable, such provision, portion or extent shall be severed and deleted herefrom or limited so as to give effect to the intent of the parties insofar as possible and the parties will use their best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provisions and each remaining provision so remaining shall be enforced.





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### **9.7    Assignment**

Customer may assign this Agreement without CivicLive's consent (i) to an affiliate of Customer (for the purpose of this Section, the term "Affiliate" shall have the meaning given to it in the *Canada Business Corporations Act*); or (ii) to a purchaser of all or substantially all of Customer's assets. Otherwise, neither this Agreement nor any rights granted hereby may be transferred or assigned by Customer to any other person without CivicLive's prior written consent, (such consent shall not be unreasonably withheld or delayed), and any such attempted assignment shall be null and void. In the event Customer assigns this Agreement to a third person as permitted by this Section 9.7 or with consent from CivicLive, Customer shall cease all use of the Licensed Materials and destroy or cause to be destroyed all copies thereof within its possession or control and the third party assignee shall agree in writing with CivicLive to assume all of Customer's obligations hereunder. Customer shall also certify in writing to CivicLive that the foregoing has been accomplished. This Agreement shall enure to the benefit of and be binding upon any successor or assign of CivicLive or, any permitted successor or assign of Customer. The parties agree that CivicLive may delegate to affiliates of CivicLive and to agents, suppliers, contractors and resellers of CivicLive any of the obligations herein imposed upon CivicLive and CivicLive may disclose to any such persons any information required by them to perform the duties so delegated to them, but such delegation shall not relieve CivicLive of its performance obligations hereunder.

### **9.8    Waiver**

No modification, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure of either party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.

### **9.9    Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without reference to its conflict or choice of law rules or principles. Customer and CivicLive each hereby submits to the exclusive jurisdiction of the Third Judicial District Court of the State of Utah for any legal action arising out of this Agreement or the performance of the obligations hereunder or thereunder. This Agreement shall be deemed to be made in the State of Utah and each party agrees not to commence any action, suit or proceeding against the other party, any affiliate of such party, or any of their employees, officers or directors in any jurisdiction other than the Third Judicial District Court of the State of Utah.

### **9.10   Dispute Resolution**

In the event that any dispute or disagreement between Customer and CivicLive with respect to the interpretation of any provision of this Agreement, the performance of



CivicLive or Customer under this Agreement, or any other matter that is in dispute between the parties related to this Agreement, upon the written request of either party, the parties will meet for the purpose of resolving such dispute. The parties agree to discuss the problem and negotiate in good faith without the necessity of any formal proceedings related thereto. No formal proceedings for the resolution of such dispute may be commenced until either party concludes in good faith that the applicable resolution through continued negotiation of the matter in issue does not appear likely.

**9.11 Language**

The parties hereto have requested that this Agreement be drafted in English.

**9.12 Non-Solicitation**

Each Party agrees that as long as this agreement is active and for a period of twelve (12) months after the termination of this agreement for any reason whatsoever, not to directly or indirectly recruit, solicit or otherwise induce or attempt to induce any employee of the Other Party to terminate his or her employment with the Other Party or otherwise act contrary to the interests of the Party.



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## **APPENDIX A – LICENSED SOFTWARE AND FEES**

The Components which are the subject of the License, the Software Licenses granted to the Customer and the fees payable to CivicLive hereunder are as follows:

1. **Licensed Software**

The Components of the Platform Suite which are licensed to *city of Cottonwood Heights, Utah* hereunder are the following:

- SitePublish Web Content Management System.

2. **Software Licenses**

The utilization rights of the Customer are as follows:

- (a) Customer is granted 1 Website License;
- (b) The Territory is the State of Utah

3. **Professional Services Fees**

The following one-time professional services fees and costs are included as part of the implementation and other performance of the Services under Article 7:

Website Design, Development & Implementation	\$35,000
Three Sessions of <u>Onsite</u> Training (6 hours each)	Included*
100% Content Migration	Included
Year Four Website Redesign Plan (if desired)	Included
<b><u>Total Professional Services Fees:</u></b>	<b><u>\$35,000</u></b>

\* No travel, lodging or other expenses to be charged.

4. **Payment Schedule re: Professional Services Fees**

- 30% on Contract Signing
- 40% on Delivery (installation of software in Customer environment)
- 30% on Acceptance (UAT completion)



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## **APPENDIX B – SAAS: HOSTING, MAINTENANCE AND SUPPORT**

### **1. Software-as-a-Service (SAAS)**

The following are included as part of the Software-as-a-Service (SAAS):

- a) Website Hosting
- b) CMS Software Version Upgrades & Maintenance
- c) Unlimited Access to Technical Support
- d) Unlimited-User Software License

Customer will pay CivicLive each year (each such term is referred to here as an “Annual Hosting, Maintenance & Support Term”) an **annual fee of \$6,500\*** due to CivicLive hereunder and is payable annually in advance on the Delivery Date.

This annual fee may be reasonably increased annually by CivicLive by providing Customer with written notice not less than thirty (30) days prior to the end of a Maintenance Term.

**\*There is no annual SaaS fee for Contract Year #1**

### **2. Technical Support & Maintenance**

CivicLive will provide the following Support & Maintenance Services for the Licensed Software:

(a) Support: CivicLive will provide one (1) Support Contact with a single point of contact for questions and problems regarding the Licensed Software, and the repair of minor errors. The Maintenance Fees paid by Customer include four (4) incidents per calendar month (“Incidents”), each incident being up to one hour of support (“Support Time Per Incident”). The Support Time Per Incident are not cumulative between Incidents. The Incidents are not cumulative between months. Any further Support may be provided by CivicLive to Customer at the then current support rate (“Support Rate”), being \$100/hour at the time this contract was executed.

(b) Availability: CivicLive Support will be available through CivicLive’s Bug Tracking System and CivicLive’s Support Email account ([support@civiclives.com](mailto:support@civiclives.com)) to Customer between the hours of 9:00 a.m. and 5:00 p.m. (Eastern timezone), during any day, other than a Saturday, Sunday, statutory or civic holiday in the Williamsville, New York (“Normal Service Hours”).

(c) Response Time: During Normal Service Hours, CivicLive will respond to Customer’s Support requests within twenty four (24) hours of the initial request. The time to solve, identify, diagnose, and correct errors (if necessary) will depend on the complexity of each problem.



### 3. Customer's Obligations

(a) Access: During each Hosting, Maintenance & Support Term, Customer will provide CivicLive with reasonable access (via remote telecommunications or on-site access at Customer's premises) to Customer's copies of the Licensed Software to the extent necessary, in CivicLive's discretion, to enable CivicLive to meet its support obligations as set forth in this Agreement.

(b) Communications Link: During this Agreement, Customer may, at its sole expense, provide access via the Internet. CivicLive may be entitled to use this Internet connection in discharging its responsibilities under this Agreement. CivicLive shall have no liability to Customer if CivicLive's ability to render support is impaired by Customer's inability to provide telecommunications functionality required for remote support.

(c) Maintenance: Customer shall designate two (2) individuals to be generally available to confer with CivicLive regarding Maintenance Services ("Maintenance Contacts"). CivicLive will provide Maintenance Services only to Customer's Maintenance Contacts.

### 4. Fees for Other Services

Customer shall reimburse CivicLive for reasonable travel expenses, and reasonable incidental expenses relating to Maintenance Service at CivicLive's then current prices then in effect, provided that airfare shall be economy class, and lodging and per diem shall be reasonably pre-approved by Customer. CivicLive shall bill such fees and expenses on a monthly basis, attaching time sheets normally used by CivicLive. Customer shall not be liable for the aforesaid expenses unless Customer has given CivicLive approval to incur them.



### APPENDIX C – MARKETING

1. Customer will make a reasonable attempt to work with the CivicLive Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
2. Customer permits CivicLive to include an example of the Customer's home page and a link to the Customer's website on the CivicLive corporate website.
3. Customer will make a reasonable attempt to work with the CivicLive Marketing Department to create a case study related to their website.
4. Customer agrees to allow CivicLive to display a "Powered by CivicLive" insignia and web link at the bottom of their web pages.
5. Customer understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

### APPENDIX SIGNATURE BLOCK

Intrafinity Inc. o/a CivicLive

Signature: 

Name: John Carbrey

Title: Director

Date: August 6, 2014

city of Cottonwood Heights, Utah

Signature: \_\_\_\_\_

Name: Kelvyn H. Cullimore, Jr.

Title: Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Kory Solorio, Recorder

MINUTES OF THE COTTONWOOD HEIGHTS CITY COUNCIL MEETING HELD TUESDAY, JULY 8, 2014, AT 7:00 P.M. IN THE COTTONWOOD HEIGHTS CITY COUNCIL CHAMBERS

**Members Present:** Mayor Kelvyn Cullimore, Councilman Mike Shelton, Councilman Scott Bracken, Councilman Tee Tyler, Councilman Mike Peterson

**Staff Present:** Deputy City Manager Linda Dunlavy, City Attorney Shane Topham, Public Relations Specialist Stephanie Archibald, Community and Economic Development Director Brian Berndt, Assistant Fire Chief Mike Watson, Public Works Director Mike Allen, City Engineer Brad Gilson, Assistant Police Chief Paul Brennenman, Police Support Specialist Sheila Jennings

**Excused:** City Manager John Park, Police Chief Robby Russo

**Others Present:** Sherry Sorensen, Gary McGee, Jill McGee, Cynthia Smith, Gary Smith, Jackie McGill, Zach Robinson

**1.0 WELCOME/PLEDGE/ACKNOWLEDGEMENTS**

1.1 Mayor Kelvyn Cullimore called the meeting to order at 7:00 p.m. and welcomed those attending.

1.2 The Pledge of Allegiance was led by Councilman Bracken.

**2.0 PRESENTATION: Salt Lake City's Department of Public Utilities – Allen Orr, Public Utilities Advisory Committee Member**

2.1 Mayor Cullimore introduced Allen Orr, Cottonwood Heights representative on the Salt Lake Public Utilities Advisory Committee.

2.1.2 Mr. Orr presented the Public Utilities Advisory Committee Report and stated that Salt Lake Public Utilities sells water to customers in Salt Lake City, Cottonwood Heights, Holladay, and Salt Lake County with approximately 96,000 residential customers. He reported that they have ample water through the year 2030. The Department of Public Utilities budget process was detailed. Mr. Orr stated that the budget for the 2014-15 fiscal year was passed with a 4% rate increase. Three percent goes for fees paid to Metropolitan Water District, whose fees increased by 12%. Metropolitan is the wholesaler from whom Salt Lake City Public Utilities purchases water. Salt Lake Utilities are looking at an approximate 4% increase in water rates for the next three to four years. Mr. Orr reported that water rates are affected by what Salt Lake City purchases from Metro, the need to replace aging infrastructure, and to build new infrastructure. Forty percent of Salt Lake City's water comes from the Cottonwood Canyons, Parley's, and City Creek. Sixty percent comes from Deer Creek Reservoir.

2.2 Mr. Orr reported that any citizen is able to receive a free evaluation of their water needs and corresponding sprinkler times for their yards. The Garden Wise website is also available to offer tips and information. A number of studies are being done regarding reducing nutrient levels of nitrogen and phosphorous in the Jordan River and the Great Salt Lake. If the State of Utah or EPA lowers the allowable amounts, it will increase costs for Cottonwood Sanitary District. It was noted that conservation is extremely important to manage peak demands, which drive additional infrastructure.

**3.0 CITIZEN COMMENTS**

3.1 Mayor Cullimore reported that Items 5.1, 5.2, 5.3, and 5.4 will be postponed for two weeks at the applicant's request.



- 3.2 Zack Robinson, identified himself as a firefighter for Sandy City and a candidate running for the Legislature in District 49.
- 3.3 Jill McGee expressed concerns about the proposed development on Wasatch Boulevard named Giverny and is particularly concerned that it would include attached housing and also expressed concern with the proposed lack of parking and narrow roads. She stated that this portion of the City is the interface between Cottonwood Heights and the Canyons. She is of the opinion that this development would be an eyesore and will negatively impact the City's image.
- 3.4 Gary McGee is of the opinion that the proposed Giverny development will be one of the largest projects in the City and will have a tremendous impact on the future of the City. He would like to see a residential development that is in harmony with the existing neighborhoods rather than 4,500-square-foot lots. He believes that the designated green space in the proposed project is unbuildable and cannot be used regardless so should not qualify as an amenity under the PUD ordinance. Mr. McGee expressed his opposition to the Giverny project as proposed.
- 3.5 Clayton Wilkinson identified himself as a local real estate agent with 37 years' experience. He approves of the proposed Giverny project with exception of the strip of 60-foot wide lots.
- 3.6 Cynthia Smith is of the opinion that the developer has no regard for the surrounding residents. She is opposed to the density and the lower income housing she perceives would be abutting her property.
- 3.7 Community and Economic Development Director Brain Berndt confirmed that the Planning Commission public hearing for the Giverny project will be continued to August 6, 2014.

#### **4.0 REPORTS/PROCLAMATIONS/RECOGNITIONS**

##### **Standing Monthly Reports**

#### **4.1 June Police Report**

Police Support Specialist, Sheila Jennings, presented the statistics for the month of June. She stated that in terms of calls for service by source there was a total of 360 9-1-1 calls and 442 on-view calls. There were 458 Priority 1 calls, 436 Priority 2 calls, and 292 Priority 3 calls. She reported that Priority 1 response times were at 5 minutes for the month of June. The makers of Pro Q&A, who make the dispatch cards, contacted VECC and are happy with the input from Cottonwood Heights. Protocols and cue cards are being rewritten to remove unnecessary questions to minimize pre-dispatch time.

There were 13 burglaries, 53 thefts, and 7 stolen vehicles. Arrests totaled 136 with 25 involving juveniles. There were 237 traffic citations issued, 32 were warnings, and 13 were DUIs. There were 33 traffic crashes reported with property damage and 7 resulting in injury.

A complete copy of this report is available on the City's website.

#### **4.2 Public Works Report**

Public Works Director, Mike Allen, presented the Public Works report for June. He reported that slurry seals and overlays were completed for the fiscal year ending June 2014. Signal upgrades are being completed. Mr. Allen stated that the Union Park Landscape Project has been taken over by Questar and they are three to four weeks behind schedule. Questar is expected to finish the project near the end of August.

Mr. Allen reported that the 3000 East wall is up and staff has completed the final inspection. Although substantial completion of the project has been verified, a punch list remains.

Mr. Allen stated that TerraCare has been working on weed removal at the new City Hall property and are ready to begin the Trip Hazard Mitigation Contract.

A complete copy of this report is available on the City's website.

## **5.0 ACTION ITEMS**

### **5.1 Consideration of Ordinance No. 224-A Approving a General Plan Amendment on Property Located at 8559-8595 South Wasatch Boulevard**

### **5.2 Consideration of Ordinance No. 224-D Denying a General Plan Amendment on Property Located at 8559-8595 South Wasatch Boulevard**

### **5.3 Consideration of Ordinance No. 225-A Approving a Re-zone of Property Located at 8559-8595 South Wasatch Boulevard from R-1-8 to R-2-8 and Amending the Zoning Map**

### **5.4 Consideration of Ordinance No. 225-D Denying a Re-zone of Property Located at 8559-8595 South Wasatch Boulevard from R-1-8 to R-2-8 and Amending the Zoning Map**

Discussion and consideration of the above items were postponed to the next City Council meeting on July 18, 2014 at the request of the applicant.

### **5.5 Consideration of Resolution No. 2014-43 Approving an Agreement with Sunrise Engineering**

5.5.1 Mayor Cullimore explained that the proposed resolution is an agreement renewal with Sunrise Engineering for building services through 2016.

**5.5.2 MOTION:** Councilman Tyler moved to approve Resolution 2014-43. The motion was seconded by Councilman Shelton and passed unanimously on a roll call vote.

### **5.6 Consideration of Resolution No. 2014-44 Approving an Interlocal Cooperation Agreement with Salt Lake County for Tourism, Recreation, Cultural, Convention (TRCC) Funds**

5.6.1 Mayor Cullimore explained that the proposed resolution is an agreement with Salt Lake County for TRCC Funds that will assist the City with reimbursement to the Canyons School District for increased construction costs attributed to the new Butler Middle School Auditorium in return for rights to use the auditorium for City events. Funds will be received once all conditions of the agreement, one of which is a free speech policy, are met.

**5.6.2 MOTION:** Councilman Bracken moved to approve Resolution 2014-44. The motion was seconded by Councilman Peterson and passed unanimously on a roll call vote.

5.6.3 Councilman Peterson thanked Mayor Cullimore for his efforts regarding the resolution.

### **5.7 Consideration of Resolution No. 2014-45 Approving Entry into a Vehicle Repurchase Option Agreement with Garff Enterprises, Inc. for Police Vehicles and Associated Equipment**

5.7.1 Mayor Cullimore explained that the proposed resolution keeps the cost of operating police vehicles low and under warranty.

- 5.7.2 MOTION:** Councilman Peterson moved to approve Resolution 2014-45. The motion was seconded by Councilman Tyler and passed unanimously on a roll call vote.
- 5.8 Consideration of Resolution No. 2014-46 Approving Entry into a Governmental Lease-Purchase Agreement with Zions First National Bank for the Lease of Police Vehicles and Associated Equipment and Authorizing the Execution and Delivery of All Related Documents and the Taking of All Required Actions**
- 5.8.1** Mayor Cullimore explained that the proposed resolution approves the lease of police vehicles with Zions Bank.
- 5.8.2 MOTION:** Councilman Tyler moved to approve Resolution 2014-46. The motion was seconded by Councilman Bracken and passed unanimously on a roll call vote.
- 5.9 Consideration of Resolution No. 2014-47 Approving an Agreement with GSBS Architects for Architectural and Engineering Design Services**
- 5.9.1** Mayor Cullimore explained that the proposed resolution approves an agreement with GSBS Architects to provide architectural and engineering design services for the City's new Municipal Center project.
- 5.9.2 MOTION:** Councilman Shelton moved to approve Resolution 2014-47. The motion was seconded by Councilman Peterson and passed unanimously on a roll call vote.
- 5.10 Consideration of Resolution No. 2014-48 Approving Amendment No. 1 to Contract with Terracare Associates, LLC for Public Works Services**
- 5.10.1** Mayor Cullimore explained the proposed resolution amends the agreement with TerraCare for Public Works services. The main amendment reduces the total fees paid by the City to TerraCare for the fiscal year ending in June 2014, by \$50,000 and reduces the total annual fees for the initial and following periods by \$800,000 per year.
- 5.10.2 MOTION:** Councilman Peterson moved to approve Resolution 2014-48. The motion was seconded by Councilman Tyler and passed unanimously on a roll call vote.
- 6.0 CONSENT CALENDAR**
- 6.1 Approval of Minutes for June 10, 2014 and June 17, 2014.**
- 6.2** The minutes stood approved.
- 7.0 ADJOURN BUSINESS MEETING AND RECONVENE WORK SESSION IN ROOM 250**
- 7.1 MOTION:** Councilman Tyler moved to adjourn and reconvene the work meeting. The motion was seconded by Councilman Shelton and passed unanimously on a voice vote. The business meeting adjourned at 8:09 p.m.

Minutes approved: 08/12/2014

MINUTES OF THE COTTONWOOD HEIGHTS CITY COUNCIL MEETING HELD TUESDAY, JULY 22, 2014, AT 7:00 P.M. IN THE COTTONWOOD HEIGHTS CITY COUNCIL CHAMBERS

**Members Present:** Mayor Kelvyn Cullimore, Councilman Mike Shelton, Councilman Scott Bracken, Councilman Tee Tyler, Councilman Mike Peterson

**Staff Present:** City Manager John Park, Deputy City Manager Linda Dunlavy, Public Relations Specialist Stephanie Archibald, Community and Economic Development Director Brian Berndt, Assistant Fire Chief Mike Watson, Public Works Director Mike Allen, Police Chief Robby Russo, Finance Director Steve Fawcett, Attorney Spencer Topham, Senior Planner Glen Goins

**Excused:** City Attorney Shane Topham

**Others Present:** Sherry Sorensen, Gary McGee, Jill McGee, Scout Troops 425 and 364, Valerie Nagasawa, Scott Henriksen, Cynthia Smith, Marybeth Janerich, Jackie McGill, Mark Neff, Matt Sibul, Patsy Young, Joshua Woolston, Samson Williamson

**1.0 WELCOME/PLEDGE/ACKNOWLEDGEMENTS**

1.1 Mayor Kelvyn Cullimore called the meeting to order at 7:00 p.m. and welcomed those attending.

1.2 The Pledge of Allegiance was led by Scouts Sam Williamson and Josh Woolston.

**2.0 CITIZEN COMMENTS**

2.1 Rob Hortin, Waterside Condominiums Property Manager, reminded the City Council of the left hand turn lane on Union Park Avenue and encouraged solutions to the traffic problems it has posed.

2.2 Jill McGee addressed concerns regarding the proposed development on Wasatch Boulevard named Giverny and its extensive size. She was particularly concerned that there may be attached housing permitted in the PUD. She questioned the purpose of the Planning Commission and their determination to approve, recommend, or deny proposals if all processes are outlined in State Law.

2.3 Mayor Cullimore stated that the Planning Commission absolutely has a purpose. He explained that where a property is subject to a conditional use permit it is the Planning Commission that determines those conditions. The also assure that projects are conforming to the city code and the state law. However, they do not have discretion to act outside the law or to impose their personal will or be arbitrary in their decision making.

2.4 Gary McGee stated that he believes many residents are questioning how the proposed attached housing development on Wasatch Boulevard named Giverny was rezoned when they knew nothing about it. He proposed that when a future rezone is pending, a larger area be noticed, if not the entire community.

2.5 Mayor Cullimore understands Mr. McGee's frustration and stated that notice is most often extended beyond the required 300 feet. The city typically strives to notify those within 1000 feet.

2.6 Gray Smith is of the opinion that the community will be adversely affected by the Giverny development. He believes there is a mass of community members who are opposed to the project and questions how they can prevail. They do not want their property to be adversely affected by the

proposed development and he believes traffic will be greatly impacted. He stated that there is a component within the Cottonwood Heights City Code of Ordinances that relates to a PUD. Section 19.78.140 of the Ordinance states that the Planning Commission shall require arrangement of structures and open space within the PUD in a manner that assures that adjacent properties will not be adversely affected. Mr. Smith raised a question as to the appeal process.

2.7 Mayor Cullimore stated that Mr. Smith should consult with staff and the City Attorney with respect to processes like an appeal. He stated that essentially there is a difference between opinion and public clamor. The law specifically requires the Planning Commission to dismiss public clamor which is opinion without basis in legal findings or an opinion without specific supporting evidence. He emphasized that decisions of the Planning Commission must be based on specific findings. Appeals of Planning Commission decisions are based on the belief that the findings of the Planning Commission were faulty or arbitrary.

2.8 Mr. Smith is of the opinion that those who are opposed to the project are concerned about the PUD and higher density and how that will affect existing property owners.

2.9 Mayor Cullimore encouraged those with concerns to address the Planning Commission as the Planning Commission is the decision making body for the Giverny application.

### 3.0 **REPORTS/PROCLAMATIONS/RECOGNITIONS**

#### 3.1 **Proclamation Recognizing Utah Transit Authority (UTA) for Receiving the 2014 Public Transportation System of the Year by the American Public Transportation Association (APTA)**

Mayor Cullimore read a proclamation recognizing UTA for receiving the 2014 Public Transportation System of the Year by the American Public Transportation Association. UTA Representative, Matt Sibul, thanked the City for their recognition and support.

#### 3.2 **Standing Monthly Reports.**

##### **Monthly Financial Report**

Finance Director, Steve Fawcett, presented the Monthly Financial Report for June. He clarified that the report is for the year ending June 30, 2014. Staff expects to collect \$85,000 more in sales tax than specified in the amended budget.

Councilmember Bracken questioned the \$1.2 million for General Sales and Use recorded for the current period.

Mr. Fawcett confirmed that it is for June, July, and August accruals. The only source of taxes that are down substantially are 911 Emergency Services Telephone Charges. However, this is offset by the fact our only obligation with regard to such funds is to allocate them to Valley Emergency Communications.

Total revenue will exceed the amended budget by \$103,000.

With regard to expenditures, Mr. Fawcett stated that every major department will come in at or under budget. In comparing expenditures to the budget, it is \$670,000 less than what was anticipated with the amended budget. This will essentially increase the fund balance by reducing the need to spend what was appropriated. The Fund Balance will total \$920,000 after allocating \$875,000 to the

Capital Improvements Fund. Mr. Fawcett reported that fiscal year 2015 will begin with an available fund balance of \$1,505,000. Of that, \$471,000 will be appropriated to balance the 2015 budget leaving \$1,034,000 in the Unassigned Fund Balance. This is lower than last year, but it is still a significant excess for the year.

A complete copy of this report is available on the City's website.

### 3.3 **Unified Fire Report**

Assistant Fire Chief, Mike Watson, presented the Unified Fire Report for the month of June. He stated that in terms of call volume, Station 110 came in 4th with 219 calls and Station 110 came in 19<sup>th</sup> with 65 calls. There were a total 75 fire calls and 209 medical calls for the month of June. Station 110 had 162 total medical calls with 75 Advanced Life Support (ALS) calls resulting in 34 transports; and 87 Basic Life Support (BLS) calls resulting in 10 transports. Station 116 had 44 total medical calls with 23 Advanced Life Support (ALS) calls resulting in 7 transports; and 21 Basic Life Support (BLS) calls resulting in 1 transport.

The customer service message included participation in a field day, evacuation drills, swift water training, pediatric advanced life support training, and heavy rescue training. The safety message encouraged hikers to stay on trails and be prepared to stay longer than originally anticipated. Safety when handling fireworks was also stressed.

A complete copy of this report is available on the City's website.

## 4.0 **ACTION ITEMS**

### 4.1 **Consideration of Ordinance No. 224-A Approving a General Plan Amendment on Property Located at 8559-8595 South Wasatch Boulevard**

- 4.1.1 Mayor Cullimore reported that the proposed ordinance involves a request from a property owner at 8559-8595 Wasatch Boulevard to amend the General Plan designation from Low Density Residential to Medium Density Residential.
- 4.1.2 The property owner, Mark Neff, gave a brief history of the property and stated that a portion was zoned agricultural and grandfathered in when Cottonwood Heights became a city. He has had difficulty determining how to sell the property and deciding if it would be economically beneficial to rezone it to something other than Single-Family Residential.
- 4.1.3 Mayor Cullimore reported that the Planning Commission unanimously recommended denial of the proposed rezone. He explained that this is a legislative decision to ultimately be determined by the City Council because it is a rezoning issue.
- 4.1.3 Councilman Bracken asked if any other potential land uses or zones were considered or discussed.
- 4.1.4 Senior Planner, Glen Goins, stated that this is a carryover from county zoning. The Planning Commission is of the opinion that the applicant did not satisfactorily prove that the proposed zone change would benefit the City. It was limited in scope and additional input was desired from the general public. Public comments received were opposed to the proposed zone change. The request was also not in harmony with the General Plan.

- 4.1.5 Mayor Cullimore was sympathetic to Mr. Neff's request and recognized that this is a difficult decision due to the property location. As a City, the Council should look at what can be done with the property long term that will be beneficial to the City.
- 4.1.6 Mr. Goins stated that staff examined a number of opportunities for the property.
- 4.1.7 Councilmember Bracken suggested tabling the action until Mr. Neff and staff has a chance to reexamine the proposal.
- 4.1.8 City Manager, John Park, is of the opinion that the best solution is the one before the Council. He recommended tabling the issue and working through the issues with Mr. Neff.
- 4.1.9 Councilmember Shelton is opposed to restarting the process and imposing another set of fees. He suggested a resolution of the existing process be considered.
- 4.1.10 Mayor Cullimore is of belief that a solution could not be reached before the next council meeting on August 12, 2014. A development zone concept could be applied that will be a good compromise allowing something to be done with the property.
- 4.1.11 **MOTION:** Councilmember Bracken moved to table Consideration of Ordinance No. 224-A. The motion was seconded by Councilman Shelton. Councilmember Bracken amended the motion to allow no more than six weeks. The motion was seconded by Councilman Shelton. Vote on the amended motion: Councilman Shelton-Aye, Councilman Bracken-Aye, Councilman Peterson-Aye, Councilman Tyler-Nay, Mayor Kelvyn Cullimore-Nay. The motion passed 3-to-2.
- 4.2 **Consideration of Ordinance No. 224-D Denying a General Plan Amendment on Property Located at 8559-8595 South Wasatch Boulevard**
- 4.3 **Consideration of Ordinance No. 225-A Approving a Re-zone of Property Located at 8559-8595 South Wasatch Boulevard from R-1-8 to R-2-8 and Amending the Zoning Map**
- 4.4 **Consideration of Ordinance No. 225-D Denying a Re-zone of Property Located at 8559-8595 South Wasatch Boulevard from R-1-8 to R-2-8 and Amending the Zoning Map**
- 4.4.1 Items 4.2, 4.3, and 4.4 were tabled as a result of the motion to table item 4.1.
- 4.5 **Consideration of Resolution No. 2014-49 Approving an Agreement with Precision Concrete Cutting, Inc.**
- 4.5.1 Mayor Cullimore reported that the above resolution will approve a contract with Precision Concrete Cutting, Inc. to provide concrete cutting and grinding and other forms of sidewalk trip hazard mitigation.
- 4.5.2 **MOTION:** Councilmember Tyler moved to approve Resolution No. 2014-49. The motion was seconded by Councilman Bracken. Vote on motion: Councilman Shelton-Aye, Councilman Bracken-Aye, Councilman Peterson-Aye, Councilman Tyler-Aye, Mayor Kelvyn Cullimore-Aye. The motion passed unanimously.
- 4.6 **Consideration of Resolution No. 2014-50 Approving an Agreement with Cambria Financial Group LLC, d/b/a ATM Event Co**



- 4.6.1 Mayor Cullimore reported that the above resolution will approve an agreement with Cambria Financial Group, LLC to provide an ATM machine at the 2014 Butlerville Days.
- 4.6.2 **MOTION:** Councilman Peterson moved to approve Resolution No. 2014-50. The motion was seconded by Councilman Tyler. Vote on motion: Councilman Shelton-Aye, Councilman Bracken-Aye, Councilman Peterson-Aye, Councilman Tyler-Aye, Mayor Kelvyn Cullimore-Aye. The motion passed unanimously.
- 4.7 **Consideration of Resolution No. 2014-51 Approving an Agreement with Water Walkers, LLC**
- 4.7.1 Mayor Cullimore stated that the proposed resolution approves an agreement with Water Walkers, LLC to provide an activity at the 2014 Butlerville Days.
- 4.7.2 **MOTION:** Councilman Shelton moved to approve Resolution No. 2014-51. The motion was seconded by Councilman Bracken. Vote on motion: Councilman Shelton-Aye, Councilman Bracken-Aye, Councilman Peterson-Aye, Councilman Tyler-Aye, Mayor Kelvyn Cullimore-Aye. The motion passed unanimously.
- 5.0 **CONSENT CALENDAR**
- 5.1 **Approval of Minutes for June 24, 2014.**
- 5.2 The minutes stood approved.
- 6.0 **ADJOURN BUSINESS MEETING AND RECONVENE WORK SESSION IN ROOM 250**
- 6.1 **MOTION:** Councilman Bracken moved to adjourn and reconvene the work meeting. The motion was seconded by Councilman Peterson and passed unanimously on a voice vote. The business meeting adjourned at 8:23 p.m.

Minutes Approved: 08/12/2014